

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TELEWIZJA POLSKA USA, INC.)	
an Illinois corporation,)	
)	No. 02 C 3293
Plaintiff/Counter-Defendant,)	
)	Judge Ronald A. Guzman
vs.)	
)	Magistrate Judge Arlander Keys
ECHOSTAR SATELLITE CORPORATION,)	
a Colorado corporation,)	
)	
Defendant/Counter-Plaintiff.)	

MOTION TO ENTER MEMORANDUM OF JUDGMENT

Plaintiff/Counter-defendant, Telewizja Polska USA, Inc. ("Polska"), by its attorneys, Phillip J. Zisook and Brian D. Saucier of Deutsch, Levy & Engel, Chartered, respectfully requests that Honorable Court enter a Memorandum of Judgment, and in support thereof, Plaintiff states:

1. On March 7, 2006, a jury awarded Polska \$1,403,944.99 against Defendant, EchoStar Satellite L.L.C., f/k/a EchoStar Satellite Corporation ("EchoStar") on Polska's breach of contract claim.

2. On March 23, 2006, this Court entered Judgment on the jury's verdict.

3. In the parties' Joint Statement pursuant to Local Rule 54.3, filed in conjunction with Polska's presently pending Motion for Fees and Related Non-Taxable Expenses, EchoStar certified that it "has not appealed that Judgment and does not intend to appeal that Judgment." A copy of the Joint Statement is attached hereto as Exhibit A.

4. Although the Court may add amounts to the jury's verdict as a consequence of pending matters, the Judgment entered on the jury's verdict of \$1,403,944.88 is not subject to being decreased.

5. Polska seeks to record a Memorandum of Judgment in the amount of the jury's award to protect its rights to enforce the Judgment. Should amounts later be added to the Judgment pursuant to other pending matters, Polska shall file a Motion for an amended memorandum of judgment.

6. A draft Memorandum of Judgment is attached.

WHEREFORE, Plaintiff/Counter-defendant Telewizja Polska USA, Inc., respectfully requests that this Court enter a Memorandum of Judgment reflecting the entry of Judgment on the jury's award to Polska on its breach of contract claim in the amount of \$1,403,944.88.

Respectfully submitted,

TELEWIZJA POLSKA USA, INC.,

By:


One of its Attorneys

Phillip J. Zisook
Brian D. Saucier
Deutsch, Levy & Engel, Chartered
225 W. Washington, Suite 1700
Chicago, IL 60606
(312) 346-1460

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TELEWIZJA POLSKA USA, INC.
an Illinois corporation,

Plaintiff/Counter-Defendant

vs.

ECHOSTAR SATELLITE CORPORATION,
a Colorado corporation,

Defendant/Counter-Plaintiff

No. 02 C 3293

Judge Ronald A. Guzman

Magistrate Judge Arlander Keys

JOINT STATEMENT PURSUANT TO LOCAL RULE 54.3

Plaintiff/Counter-Defendant, Telewizja Polska USA, Inc. ("Polska"), by its attorneys, Paul M. Levy, Phillip J. Zisook, and Brian D. Saucier of Deutsch, Levy & Engel, Chartered, and Defendant/Counter-Plaintiff, EchoStar Satellite Corporation ("EchoStar"), by its attorneys, Ross Wooten, David Noll and Steven Ferguson of T. Wade Welch & Associates, as their Joint Statement with respect to Polska's Motion for Fees and Related Non-Taxable Expenses in this matter, state:

1. The total amount of fees claimed by Polska with respect to its breach of contract claim is \$738,780.62. The total amount of non-taxable costs claimed by Polska is \$22,321.42. A summary table, giving the name, claimed hours, claimed rates and totals for each of Polska's billing attorneys and other support personnel, and, also, related non-taxable costs is attached hereto as Exhibit A. After conferencing with counsel for EchoStar, Polska has agreed to reduce the amount of fees sought to the sum stated above, \$738,780.62.

2. Defendant EchoStar does not challenge any of the particular fees, hours, hourly rates, categories of expense or totals claimed by Polska as fees and non-taxable costs. However, EchoStar

- 230566.1

EXHIBIT

A

opposes Polska's Fee Motion on the ground that Polska did not entirely prevail on its breach of contract claim.

3. Polska's Motion for Fees and Expenses is based on the Judgment entered by this Court on Polska's breach of contract claim. Article 10.15 of the Affiliation Agreement between the parties provides:

10.15 Attorney Fees. In the event of any suit or action to enforce or interpret this Agreement or any provision thereof, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorneys fees, both at trial and on appeal, in addition to all other sums allowed by law.

EchoStar has not appealed that judgment and does not intend to appeal that judgment.

Respectfully submitted,

TELEWIZJA POLSKA USA, INC.,

By:


One of its Attorneys

ECHOSTAR SATELLITE CORPORATION,

By:


One of its Attorneys

Paul M. Levy
Phillip J. Zisook
Brian D. Saucier
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, IL 60606
312/346-1460

Ross Wooten
David M. Noll
T. Wade Welch & Associates
2401 Fountainview, Suite 700
Houston, TX 77057

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TELEWIZJA POLSKA USA, INC.)	
a Delaware corporation,)	
)	Case No. 02 C 3293
Plaintiff/Counter-Defendant,)	
)	Judge Ronald A. Guzman
vs.)	
)	Magistrate Judge
ECHOSTAR SATELLITE CORPORATION,)	Arlander Keys
a Colorado corporation,)	
)	
Defendant/Counter-Plaintiff.)	

MEMORANDUM OF JUDGMENT

1. On March 7, 2006, the jury rendered a verdict in favor of Plaintiff, Telewizja Polska USA, Inc. ("Polska"), and against Defendant, EchoStar Satellite L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), on Polska's breach of contract claim in the amount of \$1,403,944.88.

2. Judgment was entered on the verdict by this Court on March 23, 2006, from which date, interest on the Judgment runs and continues until such Judgment is satisfied.

ENTERED:

_____, 2007

Prepared by and Mail Receipt to:
Phillip J. Zisook
Brian D. Saucier
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, IL 60606
312/346-1460

J U D G E